

# REQUEST FOR QUALIFICATIONS



Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **March 3, 2005**

RFQ Title: **Open Space Acquisition Projects**

Requesting Dept./ Div.: **King County Department of Natural Resources and Parks**

RFQ Number: **104-05RLD**

Due Date: **March 29, 2005 — no later than 2:00 P.M.**

Buyer: **Roy L. Dodman** [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov), (206) 263-4266

Pre-Submittal Conference:

A conference to discuss questions related to this RFQ shall be held at **10:00 a.m. on Wednesday, March 16, 2005**, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Qualification Submittals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Qualifications will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed qualification submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Open Space Acquisition Projects* for the *King County Department of Natural Resources and Parks*. These submittals shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Submitter to sign and return *this entire Request for Qualification (RFQ) document*. The Submitter shall provide *one unbound original* and *three (3) copies* of the submittal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original".

**Pre-Submittal Conference:** A conference to discuss questions related to this RFQ shall be held at 10:00 a.m. on Wednesday, March 16, 2005, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

[http://www.metrokc.gov/finance/procurement/find\\_us.asp](http://www.metrokc.gov/finance/procurement/find_us.asp)

**Questions:** After the Pre-Submittal Conference, Submitters will be required to submit any further questions in writing prior to the close of business Wednesday, March 16, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov) / *Secondary* – Cathy M. Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## **SECTION I – GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted qualifications and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation process. This process is concluded when the Roster of Qualified Open Space Acquisition Partners is finalized. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with qualification submittals. Those materials will be available for review at King County Procurement.
- C. No other distribution of qualifications will be made by the Submitters prior to any public decision by King County regarding the RFQ, the submittal or any subsequent awards, without written approval by King County. For this RFQ all qualification submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All submittals received in response to this RFQ will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFQ. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any qualification submittals deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFQ, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Natural Resources and Parks.

- H. King County prohibits the acceptance of any bid, proposal or submittal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- I. King County agencies' staffs are prohibited from speaking with potential Submitters about the RFQ during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

or Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- J. Protest Procedure - King County has a process in place for receiving protests based upon either bids, proposals, submittals, or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- K. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential Submitter. Each Submitter bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Submitter downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the Submitter *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the Submitter's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After submittals have been opened in public, the County will post a listing of the Submitters submitting qualifications at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final determination.

Unless otherwise requested, letters and other transmittals pertaining to this RFQ will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- L. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- M. Qualifications submitted under this RFQ shall be considered public documents and with limited exceptions qualification submittals will be available for inspection and copying by the public.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the affected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the submittal deemed subject to disclosure. By submitting qualifications, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- N. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFQ.
- O. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## **SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.**

### **A. INTRODUCTION**

The King County Department of Natural Resources and Parks (DNRP) is soliciting Requests for Qualifications (RFQ) from non-profit entities qualified and interested in participating with DNRP in acquiring open space land. Open space land includes land acquired to prohibit development, to preserve the natural environment, to protect working forests or agricultural lands, to provide for trail corridors, to provide for passive recreation, to conduct capital projects for ecological restoration or storm water control, and/or to reduce flood hazards. Acquiring open space land may be accomplished in a variety of ways, including the purchase of a fee interest in property, a conservation easement on property, or a trail easement on property. Non-profit entities may be able to participate in such acquisitions in a variety of ways, including assisting in the negotiation for the acquisition of an interest in a property, jointly acquiring an interest in a property, conveying an interest in a property, or submitting grant applications for open space acquisitions. DNRP is seeking qualified and interested non-profit entities that can participate in such arrangements and can present other, creative methods for participating in DNRP open space acquisitions in a manner that will allow DNRP to obtain high quality open space land, as defined by DNRP, and will reduce the costs of acquiring such land to DNRP.

This RFQ is being completed to provide DNRP with a roster of interested and qualified non-profit entities that will provide the capability and flexibility necessary to present or respond to acquisition opportunities in a timely and efficient manner. Such non-profit entities will be referred to herein as “Acquisition Partners.”

This Request for Qualifications outlines the information necessary to understand the selection process for Acquisition Partners and the required documentation in submitting qualifications for this program. The procurement of these services will proceed in two phases:

1. Documentation of qualifications shall be submitted to King County no later than Tuesday, March 29, 2005 and 2:00 p.m., after which time they will be reviewed and evaluated by members of an Acquisition Partner Selection Board. The members of the Board will be selected by DNRP. The written evaluation process will be worth a maximum of 100 points.
2. Interviews may be requested from finalists. If interviews are deemed necessary they will be held in accordance with the schedule contained in this RFQ, and will be worth a maximum of 40 points.

DNRP anticipates that qualified Acquisition Partners selected through this process will be included in a Roster of Qualified Acquisition Partners that will be maintained for a period of five years. The Roster will be updated on an annual basis or on an as-needed basis at any time in DNRP's sole discretion if new Acquisition Partners apply and are qualified for the Roster. DNRP on an as-needed basis may solicit proposals related to acquisitions from any or all of the entities on the Roster. Acquisition Partners on the Roster may also approach DNRP with acquisition opportunities that are responsive to DNRP priorities. DNRP will retain absolute discretion to choose among the Acquisition Partners on the Roster to participate in a project. Accordingly, DNRP may or may not use a formal, competitive selection process when choosing an Acquisition Partner to participate in a project based on the specific circumstances of that project. Acquisition Partners selected and placed on the Roster will not be guaranteed a minimum level of participation in DNRP acquisitions.

The participation of an Acquisition Partner will typically culminate in a real estate purchase and sale agreement that sets forth the obligations of the parties relative to the acquisition. It is also possible that an Acquisition Partner may enter into a professional and technical services contract for the provision of services related to the Acquisition.

### **B. BACKGROUND**

DNRP has acquired easement or fee interests in approximately 122,000 acres of open space land since 1970. DNRP has worked with non-profit entities in acquiring open space. DNRP wishes to expand the number of non-profit entities available to participate in open space acquisition projects with DNRP. This

Request for Qualifications is aimed at identifying and qualifying such entities and establishing fair protocols for acquisition partnerships. The resulting Roster of Qualified Acquisition Partners is aimed at increasing the quality and quantity of acquisition opportunities available to DNRP, and to reduce the cost of such projects to DNRP. The vision is for DNRP to identify new and creative ways to acquire high quality open space while at the same time conserving the public dollars dedicated to such acquisitions.

DNRP open space acquisition projects are funded through a variety of sources, including Conservation Futures Taxes, Real Estate Excise Taxes, the River Improvement Fund, the Surface Water Management Fund, the Salmon Recovery Funding Board, the Interagency Committee for Outdoor Recreation and Conservation, the Federal Emergency Management Agency, the Federal Highway Administration, the Forest Legacy Program, and other potential sources.

### **C. SCHEDULE**

The selection process is scheduled to proceed as outlined below. Dates are subject to change

<u>Date</u>	<u>Selection Process</u>
March 3, 2005	Public Announcement for Request for Qualifications
March 16, 2005	Pre-submittal Conference
March 29 2005	Statement of Qualifications Due
March 31, 2005	Review and Evaluation of Qualifications
April 8, 2005	Interviews conducted, if necessary
April 11, 2005	Determination of Qualified Acquisition Partners
April 22, 2005	Execution of <a href="#">Open Space Acquisition Partner Agreements</a>
April 22, 2005	Finalize Roster of Qualified Open Space Acquisition Partners

### **D. ACQUISITION PARTNER SELECTION BOARD**

DNRP will select the members of the Acquisition Partner Selection Board. In accordance with applicable procedures, the Acquisition Partner Selection Board will evaluate all responsive submittals. The following criteria will be used to assign scores to each written submittal received. DNRP reserves the right to conduct interviews in addition to the written evaluations.

### **E. SELECTION CRITERIA AND WEIGHTS**

The criteria and corresponding weights outlined below will be used in evaluating the Statements of Qualifications in the following order of priority.

1. Record of Government-Related Open Space Acquisition Performance: 25 points - Past record of performance on similar open space acquisition projects where the Submitter worked in conjunction with a governmental agency, with emphasis on any resources, financial and otherwise, that were brought to the transaction in a manner that reduced the overall acquisition cost to the government entity.
2. Ability to Make Financial Contribution or Reduce County Acquisition Costs: 25 points - The overall interest and ability of the Submitter to make financial contributions to open space acquisition projects or otherwise reduce County acquisition costs as demonstrated through statement of intent, past financial contributions, and any other relevant basis presented by the Submitter.
3. Record of General Open Space Acquisition Performance: 25 points – Past record of performance on other open space acquisition projects.
4. Articulation of Role and Identification of Potential Projects: 25 points – The effectiveness and creativity of an Submitter as demonstrated though an articulation of the potential roles that it could fill in open space acquisition projects and the identification of such potential projects.

5. Interviews (if necessary): 40 points - Interviews may be conducted, if a selection is not made on the basis of the submittals alone. Those firms selected, if any, to interview with the Board will be notified. Instructions for the interview will be given at the time of notification. Please arrive early so that interviews can begin promptly.

In addition, in order to qualify for and be placed on the Roster of Acquisition Partners, a Submitter must satisfy the following two minimum criteria:

1. The Submitter must demonstrate that it is a "Qualified Organization" for receiving "Qualified Conservation Contributions" under Treas. Reg. § 1.170-14.
2. The Submitter must sign the Qualified Open Space Acquisition Partner Agreement attached to this RFQ prior to being placed on the Roster of Acquisition Partners.

## **F. SUBMITTAL AND DOCUMENTATION PROCESS**

All Proposals must respond to the criteria contained in this RFQ. Each copy of the Submittal shall include the name and address of the Submitter. DNRP reserves the right to request additional information following its review of the initial proposal.

Record of Performance - Include 3 (and no more than 5) project examples related to the category.

Use the following format to describe your experience:

**(PLEASE NOTE: Failure to follow format instructions may result in disqualification.)**

- A. Property owner and if relevant, other organizations involved.
- B. Contact person/phone number.
- C. Date of acquisition.
- D. Project scope: Describe property that was acquired, interest that was obtained, role in acquisition, role of others in acquisition, monitoring plan if easement acquired, management plan if fee was acquired, and major contribution of the Submitter to the project.
- E. Cost: Whether the interest in property was acquired for fair market value, more than fair market value, less than fair market value or wholly or partially through contribution and whether the Submitter contributed resources or reduced overall acquisition costs of the project.

King County Staff may contact references.

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

The participation of an Acquisition Partner will typically culminate in a real estate purchase and sale agreement that sets forth the obligations of the parties relative to the acquisition. It is also possible that an Acquisition Partner may enter into a professional and technical services contract ("Services Contract") for the provision of services related to the Acquisition. The Services Contract may be awarded based on this RFQ, based on a subsequent procurement process, or based on any other process authorized by law. If a Services Contract is entered into, it *may* contain the contract language and requirements set forth in Sections III – VIII of this RFQ (wherein the Acquisition Partner is referred to as the Consultant).

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
  - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the Submitter receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a Bidder, Submitter or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFQ, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs

and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

##### **A. Site Visits**

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

#### **PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

## **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

### **PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

### **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay

any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **PART 3: INSURANCE**

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000, and Professional Liability: Errors and Omissions in the amount of \$3,000,000 per claim/Aggregate.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

### **PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

## **PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## **SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The Consultant shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

<http://www.metrokc.gov/finance/procurement/forms.asp>

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients

and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

**C. Recycled/Recyclable Products**

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

**D. Proprietary Rights**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

**E. Supported Employment Program**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

**SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation proc-

ess. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## **SECTION VII – ADDITIONAL INFORMATION**

- A. King County is not liable for any cost incurred by the Submitter prior to issuing a Services Contract.
- B. A Services Contract may be negotiated with the Submitter whose qualifications would be most advantageous to King County in the opinion of DNRP, all factors considered. King County reserves the right to reject any or all qualification submittals.
- C. It is proposed that if a selection is made as a result of this RFQ, a Services Contract with a fixed price/prices may be negotiated. In such a case, negotiations may be undertaken with the Submitter who is considered to be the most suitable for the work. Price and schedule may be negotiated with the "first choice" Submitter; negotiations may be instituted with the second choice and subsequent Submitter until a project is canceled or an acceptable Services Contract is executed.
- D. The contents of the qualification submittal of a Submitter shall become contractual obligations if a Services Contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.
- E. If there is a Services Contract between a Submitter and King County it shall include all documents mutually entered into, specifically including the contract instrument, the RFQ, and the response to the RFQ. Any contract must include, and be consistent with, the specifications and provisions stated in the RFQ.
- F. Term Service Requirement

If a Services Contract is awarded based on this RFQ, it may contain the following provision:

### **Contract Extension**

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for four (4) additional one-year periods for a total contract duration of five (5) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the King County Department of Natural Resources and Parks, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension.

period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

## SECTION VIII – REQUIRED FORMS


The following completed forms will be required from a selected Consultant, if any, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

## SECTION IX – BID SUBMITTAL CHECKLIST

- A. One (1) signed copy of entire RFQ package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of qualification submittal response marked “Original.”
- D. Three (3) copies of qualification submittal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
 <b>King County</b>	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
<b>Bid No.</b>	<b>RFQ 104-05RLD</b>
<b>Bid Title</b>	<b>Open Space Acquisition Projects</b>
<b>Due Date</b>	
<b>Vendor</b>	

## OPEN SPACE ACQUISITION PARTNER AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ by  
[Submitter], a private non-profit corporation, and King County, a political subdivision of  
 the State of Washington.

### **RECITALS**

- A. The King County Department of Natural Resources and Parks ("DNRP") issued a Request for Qualifications ("RFQ") seeking qualified non-profit entities interested in participating in open space acquisition projects with DNRP.
- B. [Submitter] responded to the RFQ and has been deemed qualified by DNRP to be included in a roster of Qualified Open Space Acquisition Partners, provided that [Submitter] executes this Agreement, which sets forth the principles that will govern [Submitter] participation in open space acquisition projects.
- C. Therefore, in consideration of DNRP including [Submitter] on the Roster of Qualified Open Space Acquisition Partners and in consideration of the mutual promises set forth herein, [Submitter] and King County agree as follows:

### **AGREEMENT**

- 1. [Submitter] shall adhere to each of the following principles when it participates in an open space acquisition project with DNRP.
  - A. King County shall not pay more than fair market value, as determined by an appraisal approved by King County, for an interest in real estate unless King County determines in its sole and absolute discretion that compelling circumstances demonstrate that it is in the best interest of King County to pay more than fair market value and that such price is authorized by law.
  - B. [Submitter] shall not pay King County less than fair market value, as determined by an appraisal approved by King County, for an interest in real estate held or controlled by King County, unless King County determines in its sole and absolute discretion that compelling circumstances demonstrate that it is in the best interest of King County to receive less than fair market value and that such price is authorized by law.
  - C. King County shall only pay [Submitter] for specific value contributed to an acquisition and agreed upon by the parties beforehand. No work will be paid for unless specifically pre-authorized in writing.
  - D. [Submitter] shall lower the cost of an acquisition to King County through actions such as contributing money to pay for the acquisition, covering some of the closing or other transactional costs, or by negotiating a lower purchase price with the owner of the real estate being considered for acquisition than could otherwise be achieved by King County.
  - E. [Submitter] shall provide or make available to King County all documents in its possession or that were used to determine the value of an interest in real estate that are relevant to an open space acquisition under consideration, including without limitation documents relating to the value of an interest in real estate, encumbrances or encroachments on the real estate, the condition of the real estate, and the relationship between the parties involved in the acquisition.
  - F. [Submitter] shall channel all communications with King County concerning an acquisition through the DNRP project manager.
  - G. [Submitter] shall be timely and responsive in all its communications with King County.

- H. [Submitter] shall include King County in any promotional materials issued about a transaction carried out under this Agreement in a manner that is proportional to the amount of funding King County contributes to the acquisition as compared to other partners in the acquisition. All references to King County in any promotional materials shall be positive and shall acknowledge King County's leadership role in the acquisition.
- I. DNRP will on an as-needed basis solicit proposals related to acquisitions from [Submitter], from any other entity on the Roster of Qualified Open Space Acquisition Partners, or from all entities on the Roster. [Submitter] may also approach DNRP with appropriate acquisition opportunities if they arise which are responsive to DNRP priorities. DNRP will retain sole and absolute discretion to choose among the Acquisition Partners on the Roster to participate in a project.
2. DNRP shall adhere to each of the following principles when it participates in an open space acquisition project with [Submitter].
- A. DNRP shall provide or make available to [Submitter] all documents in its possession or that were used to determine the value of an interest in real estate that are relevant to an open space acquisition under consideration, including without limitation documents relating to the value of an interest in real estate, encumbrances or encroachments on the real estate, the condition of the real estate, and the relationship between the parties involved in the acquisition.
- B. DNRP shall be timely and responsive in all its communications with [Submitter].

IN WITNESS WHEREOF, the Parties have executed this Agreement.

[Submitter]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KING COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_